

**MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES- PROCUREMENT  
DISTRICT 6, 2309 BARRETT STATION RD,  
BALLWIN, MO 63021**

REQUEST NO.	D611-084-RW	
DATE	December 15, 2010	
PAGE NO.	1	NO. OF PAGES 21

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL

**10:00 a.m., Local Time, January 6, 2011**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered  
Delivery to MoDOT location in the Metropolitan  
St. Louis Area

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

**BUYER:** \_Teresa(Terri) Mount  
**BUYER EMAIL:**  
Teresa.Mount@modot.mo.gov

**BUYER TELEPHONE:** 314-301-1431  
**BUYER FAX:**  
**573-526-0016**

**SUPPLIES OR SERVICES**

**CLASS 2 SEALER AND CLASS 2 SEALER WITH CORROSION INHIBITOR- AS  
NEEDED**

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.**

**Components of Agreement:** The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

**Return sealed bid to the address shown at the top of this page.**

**1**

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Is your firm MBE certified?** ☐ Yes ☐ No

**Is your firm WBE certified?** ☐ Yes ☐ No

## **1.0 Introduction:**

1.1.1 This Request For Bid seeks bids from qualified organizations to furnish as needed if needed MoDOT approved Section 1053 Class 2 Sealer with or without corrosion inhibitor .

1.1.2

Each bid must be mailed or hand delivered in a sealed envelope to Ms Teresa (Terri) Mount, Procurement Unit, Operations Complex, 2309 Barrett Station rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms.Teresa (Terri) Mount. Bids must be returned to the office of Ms Mount no later **than 10:00 a.m., Local Time, January 6, 2011.**

### **RFB Coordinator:**

**Ms. Teresa (Terri) Mount (Title) Sr. General Services Specialist  
Missouri Department of Transportation  
2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1431  
FAX: 573-522-0016  
EMAIL: Teresa.Mount@modot.mo.gov**

## **1.2 General Information:**

This document constitutes an invitation for competitive, sealed bids for the procurement of 1053 Class 2 Sealer with and without corrosion inhibitor per the MoDOT Approved Product List.

1.2.1 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Specification(s)
- 3) Bid Submission
- 4) Pricing Page(s)
- (5) Exhibit(s)
- (6) Terms and Conditions

1.2.2 This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

## 2.0 SPECIFICATION

### D611-084-RW

#### SECTION 1053 CLASS 2 SEALER- SOLVENT-FREE CONCRETE BRIDGE DECK COATING

**2.1 Description.** This type of coating shall be used in lieu of the normal surface sealing for concrete in accordance with Sec 703 and JSP 07-08.

**2.2 Materials.** The solvent-free concrete bridge deck coating shall meet the requirements in accordance with this job special provision. The solvent-free coating shall be listed on MoDOT's Pre-Qualified Product List.

**2.3 Solvent-Free Bridge Deck Coating.** The bridge deck coating shall be a solvent-free 100% solids isobutyltrialkoxysilane, with low oligomer and polymer compound content. The chemical composition shall meet the following requirements:

Purity: 98% minimum monomer by weight

Solvent: Less than 0.1% by weight

Siloxane or Polymer Residue: Less than 0.1% by weight

Chloride Ion Content: Less than 40 PPM

Density – ASTM D2111: 7.2 to 7.4 pounds per gallon.

Flash Point – ASTM D93: greater than 145 degrees F.

Dry Time – ASTM D7539: less than one hour

**2.4** The coating shall meet the following performance criteria based on a single application at the manufacturer's recommended application rate. All test specimens shall be produced using MoDOT Class B-2 concrete per Section 501.

Test	Test Method	Duration	Max Absorption / CI
Water Immersion	ASTM C 642	48 hours	0.5 percent by weight (mass)
Water Immersion	ASTM C 642	50 days	1.5 percent by weight (mass)
Salt Water Ponding (based on non-abraded specimen)	AASHTO T 259	90 days	0.50 lbs/cu yd (0.30 kg/m <sup>3</sup> ) CI Depth: (1/2 to 1") (13 to 25 mm)

**2.4.1 Absorption.** The absorption of the treated concrete under total immersion shall not exceed 0.5 percent after 48 hours or 1.5 percent after 50 days per ASTM C 642 as modified below for non-air entrained concrete. Concrete shall be proportioned and mixed in accordance with MoDOT Class B-2 per Section 501.

**2.4.2** In addition to ASTM C 642 section 4.1, one 4-inch (10 cm) diameter by 4 inch (10 cm) long core shall be retrieved from the surface of a Portland cement concrete to which coating has been applied. The core shall be oven dried as designated by ASTM C 642 section 5.1. The core shall be sealed with a rapid setting two part epoxy on the sides and bottom. The epoxy shall overlap the top edge of the core 1/8" (3mm). The core shall be weighed to determine the oven dry weight (mass) of the core and coating. The weight (mass) shall be designated as "A".

**2.4.3** The core, processed in accordance with section 2.2.1 of this job special provision, shall be immersed in a suitable receptacle and covered with tap water. The procedure as designated by ASTM C 642 section 5.2 shall be followed to determine the soaked surface dry weight (mass) of the core and coating. This weight (mass) shall be designated as "B".

**2.4.4** The percent moisture absorption of the core shall be determined by ASTM C 642 section 6.1, equation (1). ASTM C 642 sections 5.3, 5.4, 6.1 and equations (2) through (7) shall not apply.

**2.5 Salt water ponding.** After 90 days ponding of 3 percent NaCl solution per ASSHTO T 259, the chloride ion content of the concrete shall not exceed 0.5 pounds per cubic yard ( $0.30 \text{ kg/m}^3$ ) at  $\frac{1}{2}$  to 1 inch (13 to 25 mm) depth.

**2.6 Skid resistance.** The skid resistance of the treated concrete deck shall not reduce by more than 10 percent as compared to the same untreated concrete deck. A 5 test average shall be performed in accordance with ASTM E 274 using ASTM E 501 ribbed tire at 40 mph (64 kph).

**2.5** An independent laboratory report shall be submitted WITH THE BID, certifying that the product offered satisfies the performance, chemical, physical, and environmental requirements of the specifications.

**2.6** The coating shall not permanently stain, discolor or darken the concrete. Application of the sealer shall not alter the surface texture or form a coating on the concrete surfaces. Treated concrete shall be surface dry within 60 minutes after application. Coating shall not leave residue on glass, painted metal or automobiles.

**2.6.1** The coating shall tinted with a fugitive dye to enable the coating to be visible on the treated concrete surface for at least 4 hours after application. The fugitive dye shall not be conspicuous more than 7 days after application when exposed to direct sunlight.

**2.6.2** The coating shall be delivered to the project in unopened containers with the manufacturer's label identifying the product and with the seal(s) intact. Each container shall be clearly marked by the manufacturer with the following information:

- Manufacturer's name and address.
- Product name.
- Date of manufacture and expiration date.
- Lot identification.
- Storage requirements.

**2.7 Material Pricing.** Provide pricing for product in 5 gallon pails, 55 gallon drums and 250 gallon totes based on "delivered" freight free cost to the Missouri DOT.

## SPECIFICATION (CONT)

### SECTION 1053 CLASS 2 SEALER: WATER and SOLVENT-FREE CONCRETE BRIDGE DECK CORROSION INHIBITOR TREATMENT

**2.8 Description.** This type of coating shall be used in lieu of the normal surface sealing for concrete in accordance with Sec 703 and JSP 07-08.

**2.9 Materials.** The concrete bridge deck corrosion inhibitor shall meet the requirements in accordance with this job special provision. The solvent-free treatment shall be listed on MoDOT's Pre-Qualified Product List.

**2.10 Solvent-Free Bridge Deck Coating.** The bridge deck coating shall be a water and solvent free 100% solids isobutyltrialkoxysilane, with low oligomer and polymer content. The chemical composition shall meet the following requirements:

Purity: 98% minimum monomer by weight

VOC Content EPA Method: less than 400 grams per liter

Siloxane or Polymer Residue: Less than 0.1% by weight

Corrosion reduction via ASTM G 109 > 90%

Chloride ion Permeability via AASHTO T-277 greater than 90% reduction in coulombs

Density - ASTM D2111: 0.88 grams per cubic centimeter

Flash Point – ASTM D93: greater than 145 degrees F.

Dry Time – ASTM D7539: less than one hour

**2.11** The coating shall meet the following performance criteria based on a single application at the manufacturer's recommended application rate. All test specimens shall be produced using MoDOT Class B-2 concrete per Section 501.

Test	Test Method	Duration	Max Absorption / Cl <sup>-</sup>
Water Immersion	ASTM C 642	48 hours	0.4 percent by weight (mass)
Water Immersion	ASTM C 642	50 days	1.1 percent by weight (mass)
Salt Water Ponding (based on non-abraded specimen)	AASHTO T 259	90 days	0.30 lbs/cu yd (0.18 kg/m <sup>3</sup> ) Cl <sup>-</sup> Depth: (1/2 to 1") (13 to 25 mm)

**2.11.1 Absorption.** The absorption of the treated concrete under total immersion shall not exceed 0.4 percent after 48 hours or 1.1 percent after 50 days per ASTM C 642 as modified below for non-air entrained concrete. Concrete shall be proportioned and mixed in accordance with MoDOT Class B-2 per Section 501.

**2.11.2** In addition to ASTM C 642 section 4.1, one 4-inch (10 cm) diameter by 4 inch (10 cm) long core shall be retrieved from the surface of a Portland cement concrete to which coating has been applied. The core shall be oven dried as designated by ASTM C 642 section 5.1. The core shall be sealed with a rapid setting two part epoxy on the sides and bottom. The epoxy shall overlap the top edge of the core 1/8" (3mm). The core shall be weighed to determine the oven dry weight (mass) of the core and coating. The weight (mass) shall be designated as "A".

**2.11.3** The core, processed in accordance with section 2.2.1 of this job special provision, shall be immersed in a suitable receptacle and covered with tap water. The procedure as designated by ASTM C 642 section 5.2 shall be followed to determine the soaked surface dry weight (mass) of the core and coating. This weight (mass) shall be designated as "B".

**2.11.4** The percent moisture absorption of the core shall be determined by ASTM C 642 section 6.1, equation (1). ASTM C 642 sections 5.3, 5.4, 6.1 and equations (2) through (7) shall not apply.

**2.12 Salt water ponding.** After 90 days ponding of 3 percent NaCl solution per ASSHTO T 259, the chloride ion content of the concrete shall not exceed 0.3 lbs/cu yd (0.18 kg/m<sup>3</sup>) at ½ to 1 inch (13 to 25 mm) depth.

**2.13 Skid resistance.** The skid resistance of the treated concrete deck shall not reduce by more than 10 percent as compared to the same untreated concrete deck. A 5 test average shall be performed in accordance with ASTM E 274 using ASTM E 501 ribbed tire at 40 mph (64 kph).

**2.14** An independent laboratory report shall be submitted WITH THE BID, certifying that the product offered satisfies the performance, chemical, physical, and environmental requirements of the specifications.

**2.15** The coating shall not permanently stain, discolor or darken the concrete. Application of the sealer shall not alter the surface texture or form a coating on the concrete surfaces. Treated concrete shall be surface dry within 60 minutes after application. Coating shall need leave residue on glass, painted metal or automobiles.

**2.15.1** The coating shall tinted with a fugitive dye to enable the coating to be visible on the treated concrete surface for at least 4 hours after application. The fugitive dye shall not be conspicuous more than 7 days after application when exposed to direct sunlight.

**2.15.2** The coating shall be delivered to the project in unopened containers with the manufacturer's label identifying the product and with the seal(s) intact. Each container shall be clearly marked by the manufacturer with the following information:

- Manufacturer's name and address.
- Product name.
- Date of manufacture and expiration date.
- Lot identification.
- Storage requirements.

**2.16 Material Pricing:** Provide pricing for product in 5 gallon pails, 55 gallon drums and 250 gallon totes based on "delivered" freight free cost to the Missouri DOT.

## **2.17 Invoicing and Payment Requirements:**

**2.17.1** The contractor shall submit an itemized invoice to the following address after the completion of deliverables, as specified herein.

Missouri Department of Transportation  
Business & Benefits  
1590 Woodlake  
Chesterfield, MO. 63017-5712

**2.17.2** Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

**2.17.3** The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.

- 2.17.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.17.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.17.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.17.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.17.7 Pricing to remain firm through December 31, 2011, no guarantees are made to purchase or quantity purchased.

## **2.18 Renewals**

- 2.18.1 Agreement shall be for the contract period from Date of Award through December 31, 2011, with an option for an extension of additional two (2) one year period(s) provided parties agree to its continuance and all price increase is no more than the submitted percentage increase per product.
- 2.18.2 In the event that MHTC exercises its options to renew the agreement for two (2) additional one (1) year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide the maximum percentage of increase or minimum percentages of decrease for each renewal period per the attached exhibit Renewal Page. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during the renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the agreement and that if an increase is requested, documentation of need must be provided at the time of renewals.

## **2.19 Escalation Clause**

- 2.19.1 In the event the contractor requests a price increase during the contract period ( original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- 2.19.2 No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- 2.19.3 In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.



### **3. BID SUBMISSION**

#### **3.1 Bid Submission Information:**

3.1.1 All bids must be received in a sealed envelope clearly marked **“D611-084-RW Concrete Bridge Deck Coating”**.

3.1.2 All bids must be received at the following address no later than **January 6, 2011 at 10:00 a.m., Local Time**.

The Missouri Department of Transportation  
Procurement Division  
Attn: Teresa (Terri Mount)  
2309 Barrett Station Rd.  
Ballwin, MO. 63021

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

#### **3.1.4 Open Competition / Request For Bid Document:**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.6 Cost Determination - The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period to obtain a total price.

- 3.1.7 Contract Award – The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best” principle of award.
- 3.1.9 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the MoDOT. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by MoDOT.

#### 4. PRICING PAGE D611-084-RW

4.1 The bidder shall provide a firm, fixed price in the table for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

Item #	Description	U/M	COST PER GALLON
1.00	Class 2 Sealer per MoDOT approved Product List Section 1053. Indicate Mfg. and brand name below:	250 Gallon Tote	
		55 Gallon Drum	
		5 Gallon Pail	
2.00	Class 2 Sealer with Corrosion Inhibitor per MoDOT approved Product List Section 1053. Indicate Mfg. and brand name below:	250 Gallon Tote	
		55 Gallon Drum	
		5 Gallon Pail	

\*No guarantees are made as to purchase or quantity if purchased. Pricing to remain firm until December 31, 2011.

*Company:*\_\_\_\_\_

*Date:*\_\_\_\_\_

\_\_\_\_\_  
*Signature*

**4.2 (cont) PRICING PAGE- ( RENEWAL PAGE)**  
**D611-084-RW**

- 4.3** In the event that MHTC exercises its options to renew the agreement for two (2) additional one (1) year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide the maximum percentage of increase or minimum percentages of decrease for each renewal period per the attached exhibit Renewal Page. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during the renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the agreement and that if an increase is requested, documentation of need must be provided at the time of renewals.

First Renewal Period \_\_\_\_\_% of maximum increase or

\_\_\_\_\_ % of maximum decrease

Second Renewal Period \_\_\_\_\_% of maximum increase or

\_\_\_\_\_ % of maximum decrease

**Company:** \_\_\_\_\_

***Date:*** \_\_\_\_\_

***Signature*** \_\_\_\_\_

**Exhibit A**

**PREFERENCE IN PURCHASING PRODUCTS**

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_  
**FOR OTHERS:**

State of domicile: \_\_\_\_\_  
**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## **Exhibit B**

### **MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- \_\_\_\_\_
- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
- \_\_\_\_\_
- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_
- \_\_\_\_\_

### **CERTIFICATION**

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**

## Exhibit C

### SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual

( ) partnership

( ) joint venture

( ) corporation, incorporated under laws of state of \_\_\_\_\_

Dated \_\_\_\_\_.

Name of individual, all partners,  
or joint ventures:

Address of each:


doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show this name above in addition to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and.

## Exhibit D

### MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

#### Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

#### Veteran Information

#### Business Information

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Service-Disabled Veteran's Name, (Please Print)

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Service-Disabled Veteran Business Name

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*Service-Disabled Veteran's Signature*

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Missouri Address of Service-Disabled Veteran  
Business

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Exhibit E  
COOPERATIVE AGREEMENT NOTICE

**The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.**

Each bidder is asked to indicate below whether they would be willing to offer Class 2 Sealer, and Class 2 Sealer with corrosion inhibitor listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the Class 2 Sealer products meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_

NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

### **STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Officer and must be adhered to. If time varies on different items, the Bidder/Officer shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Officer will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

### **GENERAL TERMS AND CONDITIONS**

#### **General Performance**

- a. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- b. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

#### **Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

#### **Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

#### **Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Officer agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method

and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

#### **Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

#### **Executive Order**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
  - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
  - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
  - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### **Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
- 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
  - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

#### **Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

#### **Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

#### **Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

#### **Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

### **Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

### **Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

### **Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.